

Exhibit A

67 MILLBROOK STREET SUITE 508
WORCESTER, MA 01606
(508)757-1628 FAX: (508)852-1245

PREMIUM FINANCE AGREEMENT



A	CASH PRICE (TOTAL PREMIUMS)	\$572,427.00	AGENT (Name & Place of business) ARK ASSURANCE GROUP, INC.	INSURED (Name and residence or business) SAND HILL FOUNDATION, LLC		
B	CASH DOWN PAYMENT	\$171,728.10	212 GRANDE BOULEVARD STE A-214	P. O. BOX 1661		
C	PRINCIPAL BALANCE (A MINUS B)	\$400,698.90	TYLER (903)509-2292	TX 75703 FAX: (903)509-2299	CENTER (936)591-9000	TX 75935

LOAN DISCLOSURE

Quote Number: 25915

ANNUAL PERCENTAGE RATE The cost of your credit as a yearly rate. 5.35 %	FINANCE CHARGE The dollar amount the credit will cost you. \$7,177.59	Amount Financed The amount of credit provided to you or on your behalf. \$400,698.90	Total of Payments The amount you will have paid after you have made all payments as scheduled. \$407,876.49
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YOUR PAYMENT SCHEDULE WILL BE

Number of Payments	Amount of Payments	When Payments Are Due Beginning:	MONTHLY 3/15/2011
7	\$58,268.07		

You have the right to receive at this time an itemization of the Amount Financed. If desired, place check mark in box.

I want an itemization.

Security: You are giving a security interest in the unearned premiums of the policies and on commercial policies, loss payments which will reduce the unearned premium of the policies.

Late Charges: If payment is 10 days late, you will be charged \$0.05 for each \$1.00 of the payment.

Prepayment: If you pay your account off early, you will not have to pay a penalty and may be entitled to a refund of part of the finance charge. See the contract below and on the reverse side for additional information about nonpayment, default and penalties.

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	POLY. TRMS	PREMIUM
PENDING	2/15/2011	ARCH INSURANCE CO LONDON AMERICAN RISK SPECIALISTS	GL	12	\$45,375.00
PENDING	2/15/2011	ARCH INSURANCE CO LONDON AMERICAN RISK SPECIALISTS	AUTO	12	\$466,982.00

Continued On Schedule A

If policy is subject to minimum earned premiums, it is \$0.00.

ITEMIZATION OF THE AMOUNT FINANCED OF \$400,698.90. This is the amount paid on your account to insurance company or companies.

TOTAL \$ **\$572,427.00**

The undersigned insured directs or the undersigned agent or broker on behalf of the insured named herein requests, Premium Financing Specialists, Inc. (hereinafter referred to as "Lender") to pay the producer, agent, or issuing company the balance of premiums on the policies described above. In consideration of the premium payments to be made by Lender, the insured agrees to pay to Lender at the branch office address shown above, or as otherwise directed by Lender, the amount stated as Total of Payments in accordance with the Payment Schedule, both as shown in Loan Disclosure, subject to the provisions herein set forth.

The named insured:

- Assigns and directs that payment be made to Lender as security for the total amount payable hereunder any and all unearned premiums and dividends which may become payable under the policies listed above, loss payments which reduce the unearned premiums and loss payments to the extent the unearned premium is less than the amount unpaid, subject to any mortgagee or loss payee interests, as to which insured gives to Lender a security interest.
- Agrees in the event of a default in payment of an installment for more than 10 days to pay a default charge of \$0.05 for each one dollar of the delinquent installment. The acceptance by Lender on one or more late payments to Lender from the borrower shall not estop Lender or be a waiver of the right of Lender to exercise all its rights hereunder in the event of any subsequent late payment.

3. Understands that the finance charge begins to accrue from each policy effective date or the date on which Lender made payment to the insurer for the financed policy, whichever is earlier.

4. Agrees that this agreement shall not be effective until accepted in writing by Lender at the branch office address shown above; that this agreement is entered into in and is to be governed in all respects by the laws of the State of Texas.

5. Hereby irrevocably appoints Lender attorney-in-fact of the insured with full power of substitution and full authority upon any default to cancel all policies above identified and receive all sums resulting therefrom and to execute and deliver on behalf of the insured all documents, forms and notices relating to the listed insurance policies in furtherance of this agreement.

6. Agrees to all the provisions set out above and on Page 2 hereof, and hereby acknowledges receipt of a copy of this agreement and the Loan Disclosure, all completely filled out and executed.


2-10-11

INSURED SIGNATURE IF INDIVIDUAL

The undersigned hereby warrants and agrees to Producer's Representations set forth herein.


1-26-11

AGENT OR BROKER SIGNATURE

DATE

01/25/11

PLUS - TXC

REMAINING PROVISIONS OF PREMIUM FINANCE

7. May prepay the full amount due and receive a refund credit computed in accordance with the rule of 78's. No refund of less than \$5.00 will be made.

8. Warrants that each of the policies or a binder therefor listed in the schedule has been issued to the insured, is in full force and effect and that no interest in said policies has been assigned except for the interest of mortgagees or loss payees.

9. Agrees in the event of a default in payment of any installment due hereunder, or upon failure to comply with any of the terms or conditions hereof, or a proceeding into bankruptcy, receivership or insolvency be instituted by or against the insured, or if any of said insurance companies shall become insolvent, suspend business or cease to be qualified to do business, the unpaid balance due hereunder shall be immediately payable. In such event Lender may terminate the agreement, the policies may be cancelled by the issuer or by Lender and the unearned premiums on the policies (pro rata if cancelled by the insurance company and short rated if cancelled by Lender) shall be payable by the insurance companies to Lender upon Lender's request. Any payments received subsequent to the termination of this agreement may be credited indebtedness without affecting the acceleration of this agreement or any rights set forth herein and without any obligation on the part of payee or Lender to reinstate this agreement or request reinstatement of the policies in the event of cancellation. Any sum received from an insurance company shall be credited to the unpaid balance; any surplus shall be paid to the party entitled to the same.

10. Agrees to pay finance charge at the same rate as the original finance charge from the maturity date of agreement, collection costs and attorney's fees.

11. Agrees not to assign any policy listed hereon or any interest therein except for the interest of mortgagees or loss payees, without the written consent of Lender, that Lender may sell, transfer and assign its rights hereunder or under any policy without the consent of the insured, and that all agreements made by the insured hereunder and all rights and benefits conferred upon Lender hereunder shall inure to the benefit of Lender's successors and assigns (and any assignee thereof).

12. Agrees that the insurance agent or broker soliciting the policies or through whom the policies were issued is not the agent of Lender.

13. Agrees with respect to each audit or reporting form policy or policy subject to retrospective rating to pay the insurer the earned premium computed in accordance with the policy provisions in excess of the portion of the premium advanced by Lender which is retained by the insurer.

14. Agrees that Lender may collect and enforce the indebtedness evidenced hereby without recourse to any security underlying this agreement.

15. Agrees to ratify and to be bound by this agreement when signed for the insured by the agent or broker in the absence of delivery by the insured to Lender at the office shown on the front page hereof written notice rejecting this agreement within 5 days of (1) receipt of a copy hereof, or (2) receipt of Notice of Acceptance, or (3) receipt of coupon book, whichever is earliest.

16. Insured agrees to pay attorney's fees of Lender, as permitted by law if this agreement is referred to an attorney for collection.

17. This agreement is and will be a general intangible and not an instrument (as those terms are used in the Uniform Commercial Code) for all purposes. An electronic signature and electronic record may be used in the formation of this agreement, and the signatures of the insured and of the producer and the record of this agreement may be in electronic form (as those terms are used in the Uniform Electronic Transactions Act). A photocopy, facsimile copy or other paper or electronic record of this agreement will have the same legal effect as a manually signed copy.

18. AMENDMENT: Should additional premium be due as result of changes in insured's policies or adjustments of the rate classification, insured hereby grants Lender the authority to pay the additional premium at Lender's option and to amend this this agreement accordingly. Such additions shall be accomplished by Lender furnishing insured and insured's agent with written memorandum of agreement prior to the 1st scheduled payment date of the amended transaction.

PRODUCER'S REPRESENTATION

The Agent or Broker warrants and agrees that: (1) the insured has received a copy of this agreement and has authorized this transaction, the insured's signatures are genuine, and the down payment has been received from the Insured in cash, (2) the policies are in full force and effect and the information in the schedule of policies and the premiums is correct, (3) no audit or reporting form policies or policies subject to retrospective rating or to minimum earned premiums are included, except as indicated, and the deposit of provisional premiums is not less than anticipated premiums to be earned for the full term of the policies, (4) the policies can be cancelled by the insured or Lender (or its successors and assigns) on 10 days notice and the unearned premiums will be computed on the standard short rate or pro rata table except as indicated, (5) there are no bankruptcy proceedings affecting the insured, (6) to hold Lender, or its successors and assigns harmless against any loss or expense resulting from violations of these agreements and representations or from errors, omissions, or inaccuracies of producer in preparing this agreement.

AGENT ARK ASSURANCE GROUP, INC. 212 GRANDE BOULEVARD STE A-214	INSURED SAND HILL FOUNDATION, LLC P. O. BOX 1661
TYLER TX 75703 (903)509-2292 FAX: (903)509-2299	CENTER TX 75935 (936)591-9000

SCHEDULE A

Quote Number: 25915

POLICY PREFIX AND NUMBER	EFFECTIVE DATE OF POLICY	SCHEDULE OF POLICIES INSURANCE COMPANY AND GENERAL AGENT	COVERAGE	POL. TRMS	PREMIUM
PENDING	2/15/2011	ARCH INSURANCE CO LONDON AMERICAN RISK SPECIALISTS	UMBRLA	12	\$60,070.00